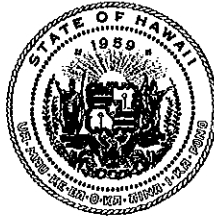


LINDA LINGLE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

May 21, 2008

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI
FIRST DEPUTY

KEN C. KAWAHARA
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAIHOLEWAI ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, HI 96813

Land Board Members:

**SUBJECT: REQUEST FOR APPROVAL TO ENTER INTO A REBURIAL AGREEMENT
WITH A&B KAKAAKO, LLC FOR THE HUMAN SKELETAL REMAINS
REINTERRED ON THEIR PROPERTY AT HONOLULU AHUPUA'A, KONA
DISTRICT, ISLAND OF O'AHU AT [TMK (1) 2-1-048:08]**

Submitted for your consideration is a request to enter into a reburial agreement with A&B Kakaako, LLC to implement the conditions agreed upon by the landowner and accepted by the State Historic Preservation Division.

Section 6E-43, and 6E-43.6, Hawaii Revised Statutes, require the State to regulate the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery. In order to provide perpetual protection for the newly established burial site for the skeletal remains, its location will be recorded in the Bureau of Conveyances together with the attached Reburial Agreement. This Reburial Agreement establishes a permanent preservation zone, access rights for lineal and cultural descendants and states that the burial will not be willfully disturbed by the landowner, its successors and assigns.

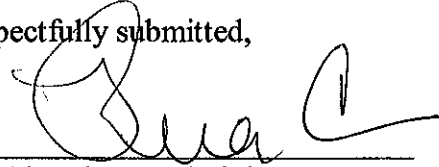
The office of the Attorney General has conducted a review of the Reburial Agreement and all suggested amendments were incorporated into the attached agreement.

ITEM I-4

RECOMMENDATION

That the Board authorize Chairperson Thielen to execute the attached Reburial Agreement with A&B Kakaako, LLC.

Respectfully submitted,



Pua Aiu, Ph.D., Administrator
Historic Preservation Division

APPROVED FOR SUBMITTAL:



LAURA THIELEN, Chairperson
Board of Land and Natural Resources

[illegible]

REGULAR SYSTEM

Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

This Reburial Agreement dated April 16, 2008, by and between A&B KAKAAKO, LLC whose address is 822 Bishop Street, Honolulu, Hi 96813 ("Landowner") and the State of Hawai'i ("State") by its Board of Land and Natural Resources whose address is Kalanimoku Building, 1151 Punchbowl Street, Honolulu, Hawai'i 96813.

WHEREAS, the Landowner owns real property at 710 and 752 South King Street, Honolulu, HI 96813, identified by Oahu Tax Map Key No. [(1) 2-1-048:08] in which property unmarked burial sites containing the skeletal remains of undetermined amount of individuals were identified; and further described in "Exhibit A";

WHEREAS, the State, pursuant to Section 6E-43 and 6E-43.6, Hawai'i Revised Statutes, is responsible for regulating the proper treatment of human skeletal remains over fifty years old, at any site other than a known, maintained, actively used cemetery; and

WHEREAS, the parties desire to enter into this Agreement to rebury the human skeletal remains of certain individuals

NOW THEREFORE, in consideration of the above and the terms and conditions contained herein, the parties agree as follows:

1. The Landowner agrees to allow the skeletal remains of the ancestral Native Hawaiians to be reburied on the Landowner's property located at 710 and 752 South Street, Honolulu Hawaii, 96813 [TMK: (1) 2-1-048: 08] and designated State Site No. 50-80-14-1604.
2. The Landowner, upon recommendation from the Department of Land and Natural Resources (DLNR) and the Oahu Island Burial Council (OIBC), agrees to establish a permanent thirty (30) foot diameter circular buffer zone centered on the burial sites.
3. The Landowner, upon recommendation from the DLNR and the OIBC, agrees that no digging shall take place within the buffer zone. A low soil mound raising two (2) feet above the burial site will provide an additional buffer from any landscaping activities and installations of water lines for irrigation. Native plants such as laua'e and ti will be planted to discourage pedestrian traffic over the burial site..
4. Interim and long-term preservation as set forth in the approved Burial Treatment Plan shall ensure that the integrity and context of the possible burial sites are preserved.
5. The Landowner agrees to identify the location of the burial sites on a map and provide such information to the DLNR, Division of Historic Preservation.
6. The Landowner agrees to provide living Cultural and Lineal descendants, as determined by the OIBC in conjunction with SHPD-Burial Sites Program, access rights to visit the burial sites for cultural purposes. The access rights shall be by the most direct route across the Landowner's real property. A list of names and contact information of the Cultural and Lineal descendants shall be provided to the Landowner by the SHPD-Burial Sites Program. Such right of access shall be subject to the rules and policies of the Landowner. Cultural and Lineal descendants are to contact the Landowner or their representatives thereof to confirm dates and times of visitation. The request for visitation must be made at least 48 hours in advance to confirm date and time.
7. The Landowner, on behalf of itself and its successors and assigns, covenant and agree not to willfully disturb in any manner, or allow the disturbance of in any manner, the repose of any human skeletal remains which are buried at its property at 710 and 752 South Street, Honolulu Hawaii, 96813 [TMK: (1) 2-1-048: 08] and designated State Site No. 50-80-14-1604.

8. In the event the Landowner learns that the human skeletal remains, or any part thereof, are unearthed by natural causes or otherwise, the Landowner agrees to immediately notify the Department of Land and Natural Resources. The Landowner agrees not to handle the human skeletal remains in any manner. The Department of Land and Natural Resources, upon recommendation of the OIBC, shall take proper action to secure the remains in place.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Agreement to be executed as of the day, month, and year first above written.

STATE OF HAWAII

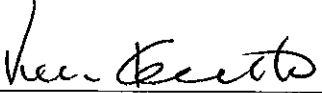
By _____
Chairperson, Board of Land and Natural Resources

By _____
Member, Board of Land and Natural Resources

LANDOWNER
A&B Kakaako, LLC

By _____

APPROVED AS TO FORM:



Deputy Attorney General

Dated: 5-6-08

STATE OF HAWAI'I

)

) SS.

COUNTY OF

)

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Notary Public, State of Hawai'i

My commission expires: _____



R-139

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 25, 2004 08:01 AM

Doc No(s) 2004-173894



20 1/1 23

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES
CONVEYANCE TAX: \$14000.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return By: Mail () Pickup () To:

Total Pages: 9

A&B Kakaako LLC
A & B Properties, Inc.
822 Bishop Street
Honolulu, Hawaii 96813TG: 200443799 -S
TGE: A4-101-3309
Attn: Ann Kurihara

RS

362825.04

Tax Map Key: (1) 2-1-048-008

QUITCLAIM DEED

THIS QUITCLAIM DEED made this 25th day of August, 2004, by and between:

A. **KAKAAKO M-P DEVELOPMENT**, a Hawaii limited partnership, whose mailing address is 436 Ena Road, Suite 606, Honolulu, Hawaii 96815, hereinafter called the "Grantor",

B. **A&B KAKAAKO LLC**, a Hawaii limited liability company, whose address is c/o A & B Properties, Inc., 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter called the "Grantee", and

WITNESSETH THAT:

I. CONVEYANCE OF PROPERTY:

The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, deliver, convey, assign, transfer and forever quitclaim, all of the Grantor's right, title and interest in and to:

The real property described in **EXHIBIT A** attached hereto and incorporated herein and made a part hereof by this reference, subject to the encumbrances noted therein, hereinafter referred to as the "**Property**,"

unto the Grantee, as **TENANT IN SEVERALTY**, and its successors and assigns, forever;

And the remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD, the same, as to the real property, together with all improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, subject as aforesaid, absolutely and in fee simple, and as to the personal property, absolutely and forever.

II. LIMITATION OF LIABILITY AND RELEASE:

The Property is being conveyed "As Is". Except as otherwise provided in this Quitclaim Deed, Grantee hereby acknowledges and agrees that it is relying solely upon any title insurance it is obtaining with respect to Grantee's title to the Property and solely upon the inspections conducted by Grantee and its agents as to the physical condition, zoning and permitted uses of the Property. Grantee does hereby release Grantor, its successors and assigns, and their respective partners, directors, officers, employees and agents, from any and all claims, liabilities, costs and expenses arising out of or connected with the title to the Property, the physical condition of the Property and the compliance of the Property with applicable law, ordinance, rule or regulation.

III. RELEASE AND INDEMNIFICATION FOR HAZARDOUS MATERIALS

A. Release. Grantee, for itself and any successors and assigns of Grantee, hereby irrevocably and absolutely waives its right to recover from, and forever releases and discharges, and covenants not to file or otherwise pursue any legal action against Grantor or any asset or property manager used by Grantor, or any direct or indirect partner, member, trustee, director, shareholder, controlling person, affiliate officers, attorney, employee of any of the foregoing, and any of their respective heirs, successors, personal representatives and assigns with respect to any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs, including, without limitation, attorneys' and experts' fees and expenses, and investigation and remediation costs whether direct or indirect, known or unknown, foreseen or unforeseen based on any Hazardous Materials (as defined below) on the Property, or violations of any Hazardous Materials Laws (as defined below). Grantee expressly waives the benefits of any provision or principle of federal law or regulation or of any law or regulation of the State of Hawaii which may limit the scope or effect of the foregoing waiver and release.

B. Indemnity. Grantee shall indemnify and hold harmless Grantor or any direct or indirect partner, member, trustee, director, shareholder, controlling person, affiliate officers, attorney, employee of any of the foregoing, and any of their respective heirs, successors, personal representatives and assigns against any claims or attorneys' fees that arise as to the presence of Hazardous Materials on the Property or violations of any Hazardous Materials Laws

and resultant action of any governmental agency. Said indemnity is inclusive of, without limitation, penalties, fines, remediation, attorneys' fees and costs.

C. Hazardous Materials. "Hazardous Materials", as used herein, means and includes any and all radioactive materials, radon and asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, toxic pollutants, petroleum substances or petroleum products, pesticides, and any and all other substances or materials defined as, or included in the definition of, "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances" or "toxic pollutants" under, or for the purposes of, any Hazardous Materials Law.

D. Hazardous Materials Laws. "Hazardous Materials Laws", as used herein, means and includes all federal, state or local laws, statutes, ordinances, rules, regulations and other requirements of any governmental authority, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, within, under or about the Property, including, but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq., the Oil Pollution Act, 33 U.S.C. Section 2701, et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq., the National Environmental Policy Act, 42 U.S.C. Section 4321, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 15 U.S.C. Section 136, et seq., the Medical Waste Tracking Act, 42 U.S.C. Section 6992, and Hawaii laws regarding Management and Disposal of Infectious Waste, Hawaii Revised Statutes Section 321-21, Solid Waste, Hawaii Revised Statutes Chapter 340E, the provisions of Chapter 128D, Section 328-21, Chapter 340A, Chapter 340E, and Chapters 342B through P of the Hawaii Revised Statutes, as amended, or any judicial or administrative interpretation of such laws, rules or regulations, and any similar federal, state or local law, statute, ordinance, rule, regulation or requirement.

IV. MISCELLANEOUS:

The terms "Grantor" and/or "Grantee", when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, and each of their respective successors and assigns, according to the context thereof. If this instrument shall be signed by two or more Grantors and/or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

V. COUNTERPART SIGNATURES:

This Quitclaim Deed may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same document, binding all of the parties hereto, notwithstanding all of the

parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed these presents on the day and year first above mentioned.

KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership

By MJT Development Corporation, its managing general partner

By:

Tiro Fujimaki
Name: Tiro Fujimaki
Its: President

"Grantor"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS:
)

On this 5th day of August, 2004, before me personally appeared TIRO FUJIMAKI, to me known, who, being by me duly sworn, did say that he is the PRESIDENT of MJT DEVELOPMENT CORPORATION, a Hawaii corporation, the managing general partner of **KAKAAKO M-P DEVELOPMENT**, a Hawaii limited partnership, and that said instrument was signed in the name and on behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument as the free act and deed of said corporation as such general partner of said limited partnership.

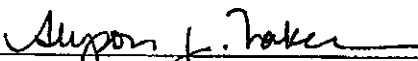
ELLEN R. ROYASHI
Name of Notary: ELLEN R. ROYASHI
Notary Public, State of Hawaii

My Commission expires: NOV. 12, 2006

A&B KAKAAKO LLC, a Hawaii limited liability company

By **A & B Properties, Inc.**, its manager

By: 
 Name: **R.K. SASAKI**
 Its: **PRESIDENT**

By: 
 Name: **ALYSON J. NAKAMURA**
 Its: **SECRETARY**

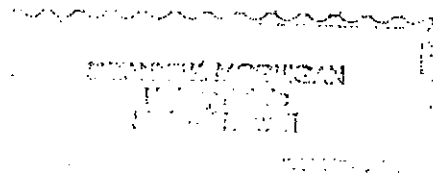
"Grantee"

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS:
)

On this 12 day of August, 2004, before me personally appeared R.K. SASAKI and ALYSON J. NAKAMURA, to me known, who, being by me duly sworn, did say that they are the PRESIDENT and SECRETARY, respectively, of **A & B PROPERTIES, INC.**, a Hawaii corporation, a Manager of **A&B KAKAAKO LLC**, a Hawaii limited liability company which is Manager-Managed; that said instrument was signed in the name and on behalf of said limited liability company by authority of the Board of Directors of said Manager and by authority of the Members of said limited liability company; and said officers acknowledged said instrument as the free act and deed of said corporation as such Manager of said limited liability company, and of said limited liability company.


 SUZANNE K. MCGUIGAN
 Notary Public
 State of Hawaii


 Name of Notary: **SUZANNE K. MCGUIGAN**
 Notary Public, State of Hawaii

My Commission Expires: 2/18/05

Tax Map Key: 2-1-048-008 (1)
(Title Guaranty)
(361172.01)

EXHIBIT A

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 5716 to Piikoi Kamakee for Maria M. Cummins on a portion of Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Land Patent (DPW) Grant Number 71 to Estrella M. Calhau, Royal Patent Grant Number 3182 to John Magoon, Royal Patent Grant Number 3183 to John Magoon and Deed: Territory of Hawaii to J.F. Bowler) situate, lying and being at Honolulu, City and County of Honolulu, State of Hawaii, being LOT "A", being land bounded by Kawaiahao Street, Emily Street, Queen Street and South Street, and thus bounded and described as per survey of Roy T. Yama, Registered Professional Land Surveyor, dated July 26, 1990, to-wit:

Beginning at an "→" cut in concrete sidewalk at the west corner of this parcel of land, being on the east side of the intersection of Queen Street and South Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 3,583.97 feet south and 3,046.52 feet west, thence running by azimuths measured clockwise from true South:

1. Along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

225° 10' 58.5" 17.42 feet to an "+" cut in concrete sidewalk;
2. 251° 00' 262.36 feet along the southeasterly side of South Street to an "→" cut in concrete sidewalk;
3. Thence along the southeasterly side of South Street, on a curve to the left with a radius of 898.00 feet, the azimuth and distance of the chord being:

249° 08' 13" 58.39 feet to an "→" cut in concrete sidewalk;
4. Thence along the south corner of the intersection of South Street and Kawaiahao Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

291° 53' 13" 28.09 feet to a spike;
5. 336° 30' 289.59 feet along the southwesterly side of Kawaiahao Street to an "→" cut in concrete sidewalk;
6. Thence along the west corner of the intersection of Kawaiahao

Street and Emily Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:

- | | | | | |
|-----|------|---------|--------|---|
| | 14° | 11' | 24.45 | feet to a pipe; |
| 7. | 51° | 52' | 241.39 | feet along the northwesterly side of Emily Street to an "→" cut in concrete sidewalk; |
| 8. | | | | Thence along the north corner of the intersection of Emily Street and Queen Street, on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being: |
| | 98° | 02' 15" | 28.86 | feet to an "→" cut in concrete sidewalk; |
| 9. | 144° | 12' 30" | 389.37 | feet along the northeasterly side of Queen Street to a concrete nail; |
| 10. | | | | Thence along the east corner of the intersection of Queen Street and South Street, on a curve to the right with a radius of 25.00 feet, the azimuth and distance of the chord being: |
| | 157° | 17' 38" | 11.32 | feet to the point of beginning and containing an area of 117,340 / square feet, more or less. |

Being the premises described in that certain Deed dated November 15, 1990, by and between MM Hawaii Investment Corporation, a Hawaii corporation, as Grantor, and KAKAAKO M-P DEVELOPMENT, a Hawaii limited partnership, as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-176322.

SUBJECT, HOWEVER, to the following:

1. Improvement Assessment(s) Hawaii Community Development Authority, State of Hawaii, District No. 1, Lot No. 91.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Terms, provisions, covenants, conditions and reservations contained in that certain unrecorded Supplement to Deed dated July 31, 1989, by and between Paris Realty U.S.A., Inc., a Hawaii corporation, and MM Hawaii Investment Corporation, a Hawaii corporation, as contained in that certain Deed dated July 31, 1989, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 23469, at Page 731.
4. Any utility lines and easements thereto that may be existing and as reserved in that certain Deed from Magoon Estate, Limited, et al. to the City and County of Honolulu dated September 15, 1930, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 1057, at Page 316, as well as noted in Resolution No. 88-465 of the City Council of the City and County of Honolulu, approved April 11, 1990.